

Appendix C:
ELR Model Contract

Standard Agreement

The State of California's Standard Agreement, STD. 213 is to be signed by the Bidder and submitted to the State with the Draft and Final Proposals according to the Key Action Dates specified in Section 1.5 Key Action Dates.

STANDARD AGREEMENT

STD 213 IT (7/06)

FOR IT GOODS/SERVICES ONLY

REGISTRATION NUMBER

PURCHASING AUTHORITY NUMBER

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Hereafter called CDPH, DHS, or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Hereafter called Contractor)

2. The term of this Agreement is: 10-1-07 through 10/1/2017

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following Attachments, which are by this reference made a part of this Agreement.

Attachment 1 – Statement of Work	X pages
Attachment 2 – Information Technology General Provisions (GSPD 401 IT)	10 pages
Attachment 3 – Information Technology Purchase Special Provisions	2 pages
Attachment 4 – Information Technology Maintenance Special Provisions	5 pages
Attachment 5 – Information Technology Software License Special Provisions	3 pages
Attachment 6 – Information Technology Personal Services Special Provisions	5 pages
Attachment 7 – Agency Special Provisions	10 pages
Attachment 8 – IT Federal Terms and Conditions	10 pages
Attachment 9 – HIPAA Business Associate Attachment	7 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Allan Chinn, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Room 71.2101, MS 1403, P.O. Box 997413,
Sacramento, CA 95899-7413*California Department of General
Services Use Only*☐ Exempt per:

ATTACHMENT 1:

Statement of Work

This Statement of Work (SOW) is provided as a template for Bidder's to review. The SOW is not a stand-alone document, but complemented by other requirements results in the completed contract. The specifics of the SOW, including Project Deliverables will be determined during Contract Negotiations (see Section 1.5 Key Action Dates)

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor will provide services that result in the implementation of a comprehensive Commercial-Off-the-Shelf (COTS) web-based application that will support state-wide public health disease reporting, surveillance, and case management activities. The Contractor will provide services to include: Project Management Planning, Configuration, Infrastructure, Testing, Implementation, Training, Support, and Maintenance and Operations. The Contractor will be responsible for providing specific project deliverables, as specified during Contract Negotiations (see Section 1.5 Key Action Dates)

2. Service Location

The services shall be performed at various statewide facilities accessible to the Contractor.

3. Service Hours

The services shall be provided during working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except official State holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Contractor
<i>[Enter Name of CDPH Contract Manager]</i>	<i>[Enter Name of Contractor's Contract Manager]</i>
Telephone: (XXX) XXX-XXXX	Telephone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX	Fax: (XXX) XXX-XXXX
E-mail: xxxxxxxx@CDPH.ca.gov	E-mail:

B. Direct all inquiries to:

California Department of Public Health	Contractor
Section or Unit Name	Section or Unit Name (if applicable)
Attention: <i>[Enter name, if applicable]</i>	Attention: <i>[Enter name, if applicable]</i>
Mail Station Code XXXX	Street address & room number, if applicable
Street address, room/suite number	P.O. Box Number (if applicable)
P.O. Box Number e.g., 997413	City, State, Zip Code
City, CA, Zip Code e.g., 95899-7413	
Telephone: (XXX) XXX-XXXX	Telephone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX	Fax: (XXX) XXX-XXXX
E-mail: xxxxxxxx@CDPH.ca.gov	E-mail: xxxxxxxx@xxxxxxx

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

A. ELR Project Deliverables

This section of the Contract identifies and briefly describes all project deliverables associated with the ELR project. The Project Deliverables are the items to be costed by the Prime Contractor in response to the Cost Worksheets in **Section 7: Cost**. *Upon the completion of Contract Negotiations (see Section 1.5 Key Action Dates), this section will contain a description of every project deliverable and a Project Deliverable specification sheet for each project deliverable.* As each Project Deliverable is submitted to the State, the Prime Contractor must include a copy of the Project Deliverable's specification sheet as the cover sheet. The Project Deliverable specification sheet will serve as the cover sheet and must accompany each deliverable submission to the State. The Prime Contractor must complete the shaded area portion of the Project Deliverable specification before submission to the State.

1. Project Deliverable Specification Sheets

For each numbered Project Deliverable *identified during Contract Negotiations (see Section 1.5 Key Action Dates)*, a separate Project Deliverables Specification Sheet will be created and included in this contract. When the Bidder submits a Project Deliverable for review and/or approval, the Bidder must include the respective Project Deliverable Specification Sheet with the Project Deliverable as the cover page. The Project Deliverable Specification Sheet includes the following information:

- **Project Deliverable Number:** Unique identifier for each project deliverable
- **Title of Data Item:** Title given to the project deliverable
- **Frequency:** Frequency of the delivery of the project deliverable during the contract period
- **Draft Submission Due:** Initial and/or draft date/timeframe when the project deliverable is due
- **State's Draft Review and Comment Period:** Number days in which the State must review the project deliverable and return their comments to the Bidder
- **Final Submission Due:** Number days in which the Bidder must revise and submit the final project deliverable to the State after receiving the State's comments
- **Approval Required:** Indicates whether the project deliverable must receive State approval
- **Distribution:** Distribution list and format of the project deliverable

The Prime Contractor should define review and submission periods in days. Days are defined as State working days. The Prime Contractor must complete the shaded area on the Project Deliverable Specification Sheet prior to submission. An example of the Project Deliverable Specification Sheet is included below:

EXAMPLE Project Deliverable Specification Sheet

Project Deliverable Specification Sheet	
Project Deliverable Number: 01	Title of Data Item: Project Workplan
Frequency: One-time initial approval Subsequent monthly updates	Draft Submission Due: Project Start-up Stage (within 30 days of initiation of contract)
State's Draft Review and Comment Period: 10 Days or revised date as mutually agreed upon by State and Prime Contractor	Final Submission Due: 10 Days after receipt of State's comments on draft
Approval Required: Yes	Distribution: ELR PM – one hard copy and one soft copy IV&V Contractor – one hard copy
Contractor: Complete shaded area below	
Prepared by (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	FAX:
E-mail:	
CDE Approval/Comments	
Approved by:	Date:
Signature:	
Comments:	

B. Project Management Planning

This section of the Contract is intended to contain all Project Management Planning required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

C. Configuration

This section of the Contract is intended to contain all Configuration required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

D. Infrastructure

This section of the Contract is intended to contain all Infrastructure required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

E. Testing

This section of the Contract is intended to contain all Testing required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

F. Implementation

This section of the Contract is intended to contain all Implementation required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

G. Training

This section of the Contract is intended to contain all Training required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

H. Support

This section of the Contract is intended to contain all Support required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

I. Maintenance and Operations

This section of the Contract is intended to contain all Maintenance and Operations required by the CDPH for the ELR System. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

J. Deliverable Approval and Payment for Services

This section contains the project deliverable approval process and payment for services requirements for the ELR project. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

K. Project Schedule

The section will contain the current project schedule. The Contractor must insert their proposed ELR Project Schedule into this section. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

L. Project Payment Schedule

This section of the contract will contain the Project Payment Schedule for the project. The Contractor must insert their proposed ELR Project Payment Schedule into this section. *This section will be finalized during the Contract Negotiations period, specified in Section 1.5 Key Action Dates.*

ATTACHMENT 2: GENERAL PROVISIONS

This section of the Contract provides the Bidder with the General Provisions of the Contract for the State of California. These are general provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

The Information Technology General Provisions dated 6/21/2006 are incorporated into this contract. Information Technology General Terms and Conditions may be viewed at the following Web Site:

[http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20\(Final\)1.pdf](http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20(Final)1.pdf)

ATTACHMENT 3:

INFORMATION TECHNOLOGY – PURCHASE SPECIAL PROVISIONS

This section of the Contract provides the Bidder with the specific Purchase Special Provisions of the Contract for the State of California as it relates to IT Goods and Services. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

The Information Technology Purchase Special Provisions are incorporated into this contract. Information Technology Purchase Special Provisions may be viewed at the following Web Site:

<http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial012103.pdf>

ATTACHMENT 4:

INFORMATION TECHNOLOGY – MAINTENANCE SPECIAL PROVISIONS

This section of the Contract provides the Bidder with the specific Maintenance Special Provisions of the Contract for the State of California as it relates to IT Goods and Services. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California the ELR Project.

The Information Technology Maintenance Special Provisions are incorporated into this contract. Information Technology Maintenance Special Provisions may be viewed at the following Web Site:

<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf>

ATTACHMENT 5:

INFORMATION TECHNOLOGY – SOFTWARE SPECIAL PROVISIONS

This section of the Contract provides the Bidder with the specific Software Special Provisions of the Contract for the State of California as it relates to IT Goods and Services. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

The Information Technology Maintenance Special Provisions are incorporated into this contract. Information Technology Maintenance Special Provisions may be viewed at the following Web Site:

<http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf>

ATTACHMENT 6:

INFORMATION TECHNOLOGY – PERSONAL SERVICES SPECIAL PROVISIONS

This section of the Contract provides the Bidder with the specific Personal Services Special Provisions of the Contract for the State of California as it relates to IT Goods and Services. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

The Information Technology Maintenance Special Provisions are incorporated into this contract. Information Technology Maintenance Special Provisions may be viewed at the following Web Site:

<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf>

Work Authorization

STATE OF CALIFORNIA

WORK AUTHORIZATION

Contract Number: **07-65623**

TASK NUMBER	TITLE		
UNANTICIPATED TASK DESCRIPTION (Attach additional sheets if NEEDED)			
PURPOSE, GOAL, OR OBJECTIVE			
CONTRACTOR RESPONSIBILITIES			
STATE RESPONSIBILITIES			
DELIVERABLES		COMPLETION CRITERIA	
SCHEDULED START DATE		SCHEDULED END DATE	
ESTIMATED LABOR HOURS	HOURLY RATE		TOTAL COST
CONTRACTOR PERSONNEL ASSIGNED			
NAME		CLASSIFICATION	
NAME		CLASSIFICATION	
NAME		CLASSIFICATION	
SUBMITTED BY			
CONTRACTOR PROJECT MANAGER		TELEPHONE NUMBER	
CONTRACTOR PROJECT MANAGER SIGNATURE		DATE	
AUTHORIZATION			
ELR CONTRACT ADMINISTRATOR SIGNATURE		DATE	
ELR PROJECT MANAGER SIGNATURE		DATE	

ATTACHMENT 7: AGENCY SPECIAL PROVISIONS

This section of the Contract provides the Bidder with the specific Special Provisions of the Contract for the California Department of Public Health. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

A. Additional Incorporated Exhibits

1. The following document(s) and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1) CDPH Health Administrative Manual Section 6-1000

B. Amendment Process

- A. This provision supplements and is in addition to provision #33 entitled, “[Contract Modifications](#)” appearing in Attachment 2 entitled, “General Provisions – Information Technology”.
- B. Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State’s official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

C. Cancellation / Termination Provisions in this Agreement

The Contractor shall comply with the various cancellation and termination related provisions located in the applicable incorporated attachments. Said cancellation and termination related provisions may include, at a minimum, the provisions identified herein. Cancellation and/or termination notices shall be directed to the respective Agreement Representatives at the respective addresses as identified in this agreement.

Attachment Source – Provision Title	Clause #	Basic Description of Provision Content
Attachment 2 Termination for Non-appropriation of Funds	21	Budget contingency conditions and affect on services and deliverables if funds are not appropriated in future years of multi-year contracts.
Attachment 2 – Termination for Convenience of the State	22	Stipulates the State’s rights to cancel the agreement in whole or part upon notice; indicated Contractor requirements upon notice, and outlines payment settlement issues.
Attachment 2 – Termination for Default	23	Stipulates the State’s rights to terminate the agreement immediately for default and addresses settlement of amounts payable following termination for default
Information Technology Maintenance Special Provisions - Termination	10	Stipulates the State’s rights to terminate all or part of the maintenance of equipment identified in the SOW upon 30 days written notice.

D. Dispute Resolution Process

- A. This provision supplements and is in addition to provision #41 entitled, “Disputes” appearing in Attachment 2 entitled, “General Provisions – Information Technology”. Steps B1) through B3) of this provision are to be followed prior to initiating the process described in provision #41 entitled, “Disputes”.
- B. If a dispute arises between the Contractor and CDPH, the Contractor must seek resolution using the process outlined below. CDPH may, at its discretion, waive a specific step outlined herein to progress settlement to the next appropriate level.
 - 1) The Contractor should first informally discuss the problem with the CDPH program contract manager. If the problem cannot be resolved informally, the Contractor must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - 2) When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. Should the Contractor disagree with the Deputy Director's decision or his/her designee's decision, the Contractor may appeal to the next level.
 - 3) If the dispute persists, Contractor shall submit to CDPH' Director or designee a written demand for a final CDPH decision regarding the disposition of the grievance or dispute. The written demand must indicate the reasons for disagreement with the Deputy Director's decision or that of his/her designee, attaching to it the Contractor's original statement of dispute along with any supporting evidence and a copy of the Deputy Director's decision or that of his or her designee.
 - 4) There are organizational differences within CDPH' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
 - 5) If the Contractor is not satisfied with the decision of CDPH' Director or designee, the Contractor may appeal CDPH' decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology services and/or goods, the decision may be appealed to an Executive Committee of State and Contractor personnel. See provision #41 entitled, “Disputes” appearing in Attachment 2 entitled, “General Provisions – Information Technology” for additional information.

E. Performance Evaluation

- A. This provision supplements and is in addition to provision #6 entitled, “Contractor Evaluation” appearing in Attachment 6 entitled, “Information Technology – Personal Services Special Provisions”.
- B. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:

- 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
- 2) Whether the contracted work or services met the quality standards specified in the agreement.
- 3) Whether the Contractor fulfilled all requirements of the agreement.
- 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

C. The evaluation of the Contractor shall not be a public record.

F. Insurance Requirements

[Applicable to agreements involving the performance of work on property in the care, custody or control of the State, and when stipulated in writing by CDPH.]

Contractor shall comply with the following insurance requirements:

- A. This provision supplements and is in addition to provision #20 entitled, “Insurance” appearing in Attachment 2 entitled, “General Provisions – Information Technology”.
- B. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- C. The certificate of insurance must include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.
- D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

G. Payment Related Terms in this Agreement

In addition to the payment related provisions in the Statement of Work, the Contractor shall comply with the various payment and invoice related provisions located in the applicable attachments incorporated into this

agreement. Said payment and invoice related provisions include, at a minimum, the provisions identified herein.

Attachment Source – Provision Title	Clause #	Basic Description of Provision Content
Attachment 2 – Transportation Costs and Other Fees or Expenses	13	Allowable delivery, shipping, parcel, post, packing, and freight charges or fees.
Attachment 2 – Termination for Non-Appropriation of Funds	21	Budget contingency conditions and affect on services and deliverables if funds are not appropriated in future years of multi-year contracts.
Attachment 2 – Termination for the Convenience of the State	22(c)	Settlement of amounts payable following termination for convenience by the State
Attachment 2 – Termination for Default	23(c) 23(e)	Settlement of amounts payable following termination for default by Contractor
Attachment 2 – Rights and Remedies of State for Default	25	Contractor expenses resulting from termination for default by Contractor
Attachment 2 – Invoices	29	Identifies invoicing instructions
Attachment 2 – Required Payment Date	30	Prompt payment requirements
Attachment 2 – Taxes	31	Identifies allowable taxes eligible for reimbursement
Purchase Special Provisions – Liquidated Damages	1	Liquidated damages for failure to deliver as specified
Purchase Special Provisions – Price Decline	3	Price decline of equipment (applicable to Third Party Contractors)
Purchase Special Provisions – Price Decline	4	Price decline of equipment (applicable to Manufacturers)
Software Special Provisions – Fees and Charges	3	Software license fees
Software Special Provisions – Future Releases	7	Price of improved software versions developed by Contractor
Personal Services Special Provisions – Invoicing and Payment for Services	5	Application of 10% payment withhold to invoices
Maintenance Special Provisions – Maintenance Charges	6	Maintenance charge inclusions, travel expenses, etc.
Maintenance Special Provisions – Maintenance Credit for Inoperative Machines	7	Maintenance credit for inoperative machines and when credits apply
Maintenance Special Provisions – Engineering Changes	8	Costs resulting from Contractor engineering changes
Maintenance Special Provisions – Relocation of Equipment	9	Charges for dismantling, packing, transporting, and installing equipment at a new location

H. Invoicing Instructions

- A. This provision supersedes paragraph 29 entitled, “Invoices” appearing in Attachment 2 – General Provisions – Information Technology and supplements any additional invoice related instructions appearing in the agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Terry McIntire-Hicks
California Department of Public Health
Division of Communicable Disease Control
MS 7300
1616 Capitol Avenue, Suite 74-318
P.O. Box 997413
Sacramento, CA 95899-7413

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor’s name as shown on the agreement.
 - 3) Bear a billing date and invoice number (if applicable).
 - 4) Remittance address where payments are to be sent.
 - 5) Identify the billing and/or performance period covered by the invoice.
 - 6) Itemize allowable costs for the billing period in no less detail than indicated in this agreement wherever allowable costs or rates are identified. Only those costs and/or cost categories expressly identified as reimbursable in this agreement may be reimbursed. In itemizing allowable costs, if applicable, indicate detailed billing information including but not limited to:
 - a. Work Authorization title or number;
 - b. Deliverable and price or applicable rate;
 - c. Staff name, classification or position title, hourly rate, number of hours worked;
 - d. Product name, item or part number, unit price, extended item price;
 - e. Sales and/or use tax (if applicable);
 - f. Transportation/freight costs including delivery, drayage, express, parcel post, packing cartage, insurance, license fees, permits, cost of bonds;
 - g. Withhold amounts;
 - h. Maintenance credits; and
 - i. Total invoice amount.
 - 7) Report expenses attributed to DVBE subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if the contractor identified DVBEs for use during the procurement process.

I. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment

may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- D. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision [J](#) in this attachment entitled, **"Recovery of Overpayments"** for more information.

J. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule, which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal to CDPH and/or the Federal Government regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses
- .

ATTACHMENT 8:

IT Federal Terms and Conditions

This section of the Contract provides the Bidder with the specific Federally Funded Contract Special Provision of the Contract for the State of California as it relates to IT Goods and Services. These are specific provisions that the Bidder will agree to upon entering into a contract with the State of California for the ELR Project.

(For federally funded Information Technology (IT) service contracts)

The use of headings or titles throughout this attachment is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

Index of Terms and Conditions

1. [Federal Equal Employment Opportunity Requirements](#)
2. [Federal Contract Funds](#)
3. [Air or Water Pollution Requirements](#)
4. [Debarment and Suspension Certification](#)
5. [Use of Small, Minority Owned and Women's Businesses](#)
6. [Procurement Rules](#)
7. [Alien Ineligibility Certification](#)
8. [Lobbying Restrictions and Disclosure Certification](#)

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973

and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- d. DHS has the option to invalidate or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

3. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

4. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

5. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with commercial businesses, nonprofit organizations, institutions of higher education, or hospitals.)

- a. Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.
 - (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

6. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
 - (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.
- b. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.
- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.

- c. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- d. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- e. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- f. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- g. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b of Provision 6 by giving the Contractor no less than 30 calendar days written notice.

7. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

8. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any

disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Exhibit 8-1

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for
Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to the address for the applicable contract representative identified in the Statement of Work (Attachment 1).

Exhibit 8-2 CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p>
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>		<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>
<p>(attach Continuation Sheets(s) SF-LLL-A, If necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind, specify: Nature _____</p> <p>Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

ATTACHMENT 9:

HIPPA BUSINESS ASSOCIATE ATTACHMENT

This section of the Contract provides the Bidder with the specific terms and conditions regarding HIPAA of the Contract for the State of California. These are specific terms and conditions that the Bidder will agree to upon entering into a contract with the State of California ELR Project.

I. Recitals – HIGH RISK

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. The California Department of Health Services ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor, here and after, is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- G. The purpose of the Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- H. The terms used in this Attachment, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Attachment, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this

Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Attachment, Business Associate may:

- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

2. **Responsibilities of Business Associate**

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDPH at the end of the contract period. These steps shall include, at a minimum:
 - 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement;
 - 2) Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under this Agreement;
 - 3) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

- 4) Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Attachment.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Attachment into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
 - 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably

believed to have been, acquired by an unauthorized person; or **within 24 hours by email or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Attachment, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH contract manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the CDPH contract manager(s), the CDPH Privacy Officer, and the CDPH Information Security Officer of:
 - i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH contract managers, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH contract manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Attachment.

CDPH Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See Provision 4 of Attachment 1 or other numbered	Privacy Officer c/o: Office of Legal Services California Department of Health Services	Information Security Officer Information Security Office P.O. Box 997413, MS 6302

Contractor's Name
07-65623

Attachment and Provision for Contract Manager information	P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhs.ca.gov Telephone: (916) 445-4646	Sacramento, CA 95899-7413 Email: dhsiso@dhs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874
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K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Attachment by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Attachment, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

3. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhs.ca.gov/privacyoffice>.
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

4. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Attachment. Business Associate shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Attachment, nor does CDPH's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Attachment.

5. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Attachment by Business Associate, CDPH shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Attachment and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Attachment to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Attachment, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Attachment embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Business Associate does not promptly enter into negotiations to amend this Attachment when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Attachment is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Attachment shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Attachment to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Attachment shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.